

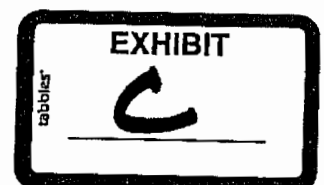
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
TRANSPORTES NAVIEROS Y	:	
TERRESTRES, S.A. DE D.V.,	:	
	:	
Plaintiff,	:	
	:	07-CV-3076(LAP)
- against -	:	
	:	
FAIRMOUNT HEAVY TRANSPORT N.V.,	:	
	:	
Defendant,	:	
-----	X	

DECLARATION OF WESLEY FREEMAN

I, WESLEY FREEMAN, testify as follows:

1. I am president of Con-Dive, LLC.
2. In this capacity, I negotiated and signed a charter agreement with TNT for use of its vessel CABALLO AZTECA. Under the terms of this agreement, Con-Dive was to charter the vessel for one year and was to pay a charter hire rate of \$100,000 per day.
3. I was aware at the time that the CABALLO AZTECA was under arrest in the shipyard. I was not concerned about this, however, as I fully expected that the arrest would be lifted before the vessel was needed for the work some months in the future.
4. The charter agreement, attached as Exhibit "A," referenced a delivery date of approximately March 15, 2006. The agreement was negotiated in December 2005, and the referenced delivery date was an estimated one with some flexibility in part because we did not know exactly on which date we would be needing the vessel at the time the agreement was signed.
5. Ultimately, TNT was unable to deliver the vessel. I do not have my file in front of me and cannot recall specific dates. (If necessary, I will supplement this statement in the future.) I do remember, however, that the CABALLO AZTECA was still under arrest in a shipyard undergoing repairs when we required delivery of the vessel.



6. As a result of TNT's inability to deliver the vessel, Con-Dive was forced to hire another vessel from another company to perform this work for our customer, W & T Offshore. The project involved hurricane reparations.
7. Con-Dive intends to enforce its legal rights under its charter agreement with TNT. If the charter agreement entitles Con-Dive to a penalty of 10% of the projected charter hire as a result of TNT's failure to deliver the vessel, then this is a right that Con-Dive intends to enforce. We have requested payment of this sum from TNT but have not yet received any of these monies.
8. I understand that an allegation has been made that Con-Dive is a corporate affiliate of Oceanografia and/or TNT. This is not true. Con-Dive is a Louisiana limited liability company with its principal office in Houston, Texas. There is no common ownership whatever between Con-Dive and either TNT or Oceanografia. My company does not share offices with either TNT or Oceanografia. To the best of my knowledge, the board of directors of Con-Dive is entirely distinct from the boards of both Oceanografia and TNT.
9. It is also incorrect to say that I am an employee of Oceanografia. I have served as a consultant to Oceanografia but that role has been minimized since I started my own company, Con-Dive.

I attest under penalty of perjury that the above statements are true and correct to the best of my knowledge.

Signed this 01 day of May, 2007.

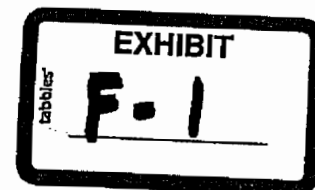

WESLEY FREEMAN

Case 1:07-cv-03076-LAP Document 27-4
T. Casanova, Plaintiff vs. T. Casanova, Defendant
Carr. Praiso Puerto Ceiba, Km. 1 S/N
Entre Boulevard Manuel A. Romero Zurita calle A.
Fonapo
Col. Quintin Arauz
86600 Paraiso, Tab.
Mexico

Filed 05/08/2007 Page 3 of 14
2929 Briar Park
Suite 440
Houston, Tx. 77042
U. S. A.

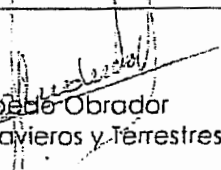
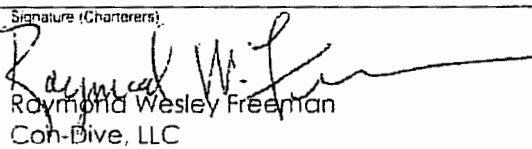
4 Vessel's name (Cl. 1(a)) Caballo Azteca		5 Date of delivery (Cl. 2(a)) March 15, 2006	6 Cancellation date (Cl. 2(a) and (c)) April 20, 2006
7 Port or place of delivery (Cl. 2(a)) Port Fourchon, LA.		8 Port or place of redelivery/notice of redelivery (Cl. 2(c)) Cd. del Carmen, Camp. Mexico, at sea bouy (i) Port or place of redelivery Cd. del Carmen, Campeche, Mexico (ii) Number of days notice of redelivery 30 days	
9 Period of hire (Cl. 1(a)) 365 days (Firm)		10 Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension 180 days at charterer's option (ii) Advance notice for declaration of option (days) 30 days	
11 Automatic extension period to complete voyage or well (Cl. 1(c)) End of voyage if less than 30 days past hire period (i) Voyage or well (state which) (ii) Maximum extension period (state number of days) 180 days		12 Mobilisation charge (lump sum and when due) (Cl. 2(b)(i)) (i) Lump sum USD \$ 750,000.00 (ii) When due	
13 Port or place of mobilisation (Cl. 2(b)(ii)) Port Fourchon, LA		14 Early termination of charter (state amount of hire payable) (Cl. 25(a)) N/A	
15 Number of days notice of early termination (Cl. 25(a)) N/A		16 Demobilisation charge (lump sum)(Cl. 2(e) and Cl. 25(a)) 5 days at daily rate	
17 Area of operation (Cl. 5(a)) US Gulf of Mexico area		18 Employment of vessel restricted to (state nature of service(s)) (Cl. 5(a)) Construction and accomodation always under vessels capability	

(continues)



(continued) "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels		PART I
19 Charter hire (state rate and currency) (Cl. 10(a) and (d)) USD \$ 100,000.00 (One Hundred Thousand Dollars of the United States of America 00/100 USD Cy) per day pro rata. Exclude Diesel Fuel & Lube and Water for the vessel during the contract period		20 Extension hire (if agreed, state rate) (Cl. 10(b)) Same rate established in Box 19
21 Invoicing for hire and other payments (Cl. 10(d)) Invoice should be issued 30 (Thirty) days in arrears		22 Payments (state mode and place of payment, also state beneficiary and bank account) (Cl. 10(e)) Bank deposit or wire transfer of the funds to the Owners account
(i) state whether to be issued in advance or arrears Arrears		
(ii) state to whom to be issued if addressee other than stated in Box 2 Same		
(iii) state to whom to be issued if addressee other than stated in Box 3 Same		
23 Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 10(f)) Payment to be done by Charterers 30 days from date of invoice		24 Interest rate payable (Cl. 10(e)) 2% per month
		25 Maximum audit period (Cl. 10(f)) One year
26 Meals (state rate agreed) (Cl. 5(c)(i)) To be provided by the Charterers	27 Accommodation (state rate agreed) (Cl. 5(c)(ii)) Within the number of persons allowed by the certificates, charterers	28 Mutual Waiver of Recourse (optional, state whether applicable) (Cl. 12(f)) Applicable
29 Sublet (state amount of daily increment to charter hire) (Cl. 17(b)) Sublet is not allowed without pre-approval by the Owners		30 War (state name of countries) (Cl. 19(e)) N/A
31 General average (place of settlement - only to filled in if other than London) (Cl. 21) New York, USA		32 Breakdown (state period) (Cl. 26(b)(v)) 2 (Two) days
33 Law and arbitration (state Cl. 31(a) or 31(b) or 31(c), as agreed. If Cl. 31(c) agreed also state place of arbitration) (Cl. 31) United States of America		34 Numbers of additional clauses covering special provisions, if agreed
35 Names and addresses for notices and other communications required to be given by the Owners (Cl. 28) Same address as stated in Box 3		36 Names and addresses for notices and other communications required to be given by the Charterers (Cl. 28) Same address as stated in Box 2

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses if any agreed and stated in Box 34, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is optional and shall only apply if expressly agreed and stated in Box 28.

Signature (Owners)  Hermilo Escobedo Obrador Transportes Navieros y Terrestres, S.A. de C.V.	Signature (Charterers)  Raymond Wesley Freeman Con-Dive, LLC
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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

1. Period

(a) The Owners stated in Box 2 let and the Charterers stated in Box 3 hire the Vessel named in Box 4, as specified in ANNEX "A" (hereinafter referred to as "the Vessel"), for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.

(b) Subject to Clause 10(b), the Charterers have the option to extend the charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10 (ii).

(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in box 11(ii).

2. Delivery and Redelivery

(a) Delivery. - Subject to sub-clause (b) of this Clause the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.

(b) Mobilisation. - (i) The Charterers shall pay a lump sum as stated in Box 12 without discount by way of mobilisation charge in consideration of the Owners giving delivery at the port or place stated in Box 7. The mobilisation charge shall not be affected by any change in the port or place of mobilisation from that stated in Box 13.

(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable on shipment or commencement of the service as the case may be, the vessel and/or goods lost or not lost.

(c) Cancelling. - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if despite the exercise of due diligence by the Owners, the Owners will be unable to deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5 and shall state in such notice the date by which they will be able to deliver the vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling this Charter party. If the Charterers do not give such notice then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purpose of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any issue incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.

(d) Redelivery. - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with clean tanks at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).

(e) Demobilisation. - The Charterers shall pay a lump sum without discount in the amount as stated in Box 16 by way of demobilisation charge which amount shall be paid on the expiration or on earlier termination of this Charter Party.

3. Condition of Vessel

(a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and classification as specified in ANNEX "A", attached hereto, and undertake to so maintain the Vessel during the period of service under this Charter Party.

(b) The Owners shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong in good order and condition and, without prejudice to the generality of the foregoing, in every way to it operate effectively at all times for the services as stated in Clause 5.

4. Survey

The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing, the condition of the Vessel, any anchor handling and towing equipment specified in Section 5 of ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.

5. Employment and Area of Operation

(a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration

and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 18, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 17 which shall always be within Institute Warranty Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment. Unless otherwise agreed, the Vessel shall not be employed as a diving platform.

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permissions and licences.

(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:

- (i) Persons other than crewmembers, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 26 per meal and at the rate as stated in Box 27 per day for the provision of bedding and services for persons using berth accommodation.
- (ii) Lawful cargo whether carried on or under deck.
- (iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.
- (iv) Hazardous and noxious substances, subject to Clause 12(g), proper notification and any pertinent regulations.

(d) Laying-up of Vessel. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.

6. Master and Crew

(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.

(ii) The Master shall sign cargo documents as and in the form presented, the same, however, not to be the Bills of Lading, but receipts which shall be non-negotiable documents and shall be marked as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents signing, under the direction of the Charterers, those cargo documents or other documents inconsistent with this Charter Party or from any irregularity in the papers supplied by the Charterers or their agents.

(b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other

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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

arrangements may be necessary, always under the direction of the Master	146	to the Charterers until the expiration or earlier termination of this Charter	217
(c) If the Charterers have reason to be dissatisfied with the conduct of the	147	Party.	218
Master or any Officer or member of the Crew, the Owners on receiving	148	(b) <u>Extension Hire</u> . – If the option to extend the Charter Period under Clause	219
particulars of the complaint shall promptly investigate the matter and if the	149	1(b) is exercised, Hire for such extension shall, unless stated in Box 20, be	220
complaint proves to be well founded, the Owners shall as soon as reasonably	150	mutually agreed between the Owners and the Charterers.	221
possible make appropriate changes in the appointment.	151	(c) <u>Adjustment of Hire</u> . – The rate of hire shall be adjusted to reflect	222
(d) The entire operation, navigation, and management of the Vessel shall be in	152	documented changes, after the date of entering into the Charter Party or the	223
the exclusive control and command of the Owners, their Master, Officers and	153	date of commencement of employment, whichever is earlier, in the Owners'	224
Crew. The Vessel will be operated and the services hereunder will be	154	costs arising from changes in the Charterers' requirements or regulations	225
rendered as required by the Charterers, subject always to the exclusive	155	governing the Vessel and/or its Crew of this Charter Party	226
right of the Owners or the Master of the Vessel to determine whether operation	156	(d) <u>Invoicing</u> . – All invoices shall be issued in the contract currency stated in	227
of the Vessel may be safely undertaken. In the performance of the Charter	157	Box 19. In respect of reimbursable expenses incurred in currencies other	228
Party, the Owners are deemed to be an independent contractor, the	158	than the contract currency, the rate of exchange into the contract currency	229
Charterers being concerned only with the results of the services performed.	159	shall be that quoted by the Central Bank of the country of such other currency	230
		as at the date of the Owners' invoice. Invoices covering Hire and any other	231
7. Owners to Provide	160	payments due shall be issued monthly as stated in Box 21(i) or at the	232
(a) The Owners shall provide and pay for all provisions, wages and all other	161	expiration or earlier termination of this Charter Party. Notwithstanding the	233
expenses of the Master, Officers and Crew all maintenance and repair of the	162	foregoing, bunkers and lubricants on board at delivery shall be invoiced at	234
Vessel's hull, machinery and equipment as specified in ANNEX "A"; also,	163	the time of delivery.	235
except as otherwise provided in this Charter Party, for all insurance on the	164	(e) <u>Payments</u> . – Payments of Hire, bunker invoices and disbursements for the	236
Vessel, all dues and charges directly related to the Vessel's flag and/or	165	Charterers' account shall be received within the number of days stated in Box	237
registration, all deck, cabin and engine room stores, cordage required for	166	23 from the date of receipt of the invoice. Payment shall be made in the	238
ordinary ship's purposes mooring alongside in harbour, and all fumigation	167	contract currency in full without discount to the account stated in Box 22.	239
expenses and de-ratification certificates. The Owners' obligations under this	168	However any advances for disbursements made on behalf of and approved by	240
Clause extend to cover all liabilities for consular charges appertaining to the	169	the Owners may be deducted from Hire dues.	241
Master, Officers and Crew, customs or import duties arising at any time during	170	If payment is not received by the Owners within 5 banking days following the	242
the performance of this Charter Party in relation to the personal effects of the	171	due date the Owners are entitled to charge interest at the rate stated in Box 24	243
Master, Officers and Crew, in relation to the stores, provisions and other	172	on the amount outstanding from and including the due date until payment is	244
matters as aforesaid which the Owners are to provide and/or pay for and the	173	received.	245
Owners shall refund to the Charterers any sums they or their agents may have	174	Where an invoice is disputed, the Charterers shall in any event pay the	246
paid or been compelled to pay in respect of such liability.	175	undisputed portion of the invoice but shall be entitled to withhold payment of	247
(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners'	176	the disputed portion provided that such portion is reasonably disputed and	248
expense with any towing and anchor handling equipment specified in Section	177	the Charterers specify such reason. Interest will be chargeable at the rate	249
5(b) of ANNEX "A". If during the Charter Period any such equipment becomes	178	stated in Box 24 on such disputed amounts where resolved in favour of the	250
lost, damaged or unserviceable, other than as a result of the Owners'	179	Owners. Should the Owners prove the validity of the disputed portion of the	251
negligence, the Charterers shall either provide, or direct the Owners to	180	invoice, balance payment shall be received by the Owners within 5 banking	252
provide, an equivalent replacement at the Charterers' expense.	181	days after the dispute is resolved. Should the Charterers' claim be valid, a	253
		corrected invoice shall be issued by the Owners.	254
8. Charterers to Provide	182	In default of payment as herein specified, the Owners may require the	255
(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel,	183	Charterers to make payment of the amount due within 5 banking days of	256
lubricants, water, dispersants, firefighting foam and transport thereof, port	184	receipt of notification from the Owners; failing which the Owners shall have	257
charges, pilotage and boatmen and canal steersmen (whether compulsory or	185	the right to withdraw the Vessel without prejudice to any claim the Owners	258
not), launch hire (unless incurred in connection with the Owners' business),	186	may have against the Charterers under this Charter Party.	259
light dues, tug assistance, canal, dock, harbour, tonnage and other dues and	187	While payments remain due the Owners shall be entitled to suspend the	260
charges, agencies and commissions incurred on the Charterers' business,	188	performance of any and all of their obligations hereunder and shall have no	261
costs for security or other watchmen, and of quarantine (if occasioned by the	189	responsibility whatsoever for any consequences thereof, in respect of which	262
nature of the cargo carried or the ports visited whilst employed under this	190	the Charterers hereby indemnify the Owners, and Hire shall continue to	263
Charter Party but not otherwise).	191	accrue and any extra expenses resulting from such suspension shall be for	264
(b) At all times the Charterers shall provide and pay for the loading and	192	the Charterers' account.	265
unloading of cargoes so far as not done by the Vessel's crew, cleaning of	193	(f) <u>Audit</u> . – The Charterers shall have the right to appoint an independent	266
cargo tanks, all necessary dunnage, , uprights and shoring equipment for	194	chartered accountant to audit the Owners' books directly related to work	267
securing deck cargo, all cordage except as to be provided by the Owners, all	195	performed under this Charter Party at any time after the conclusion of the	268
ropes slings and special runners (including bulk cargo discharge hoses)	196	Charter Party, up to the expiry of the period stated in Box 25, to determine the	269
actually used for loading and discharging, inert gas required for the	197	validity of the Owners' charges hereunder. The Owners undertake to make	270
protection of cargo, and electrodes used for offshore works, and shall	198	their records available for such purposes at their principal place of business	271
reimburse the Owners for the actual cost of replacement of special mooring	199	during normal working hours. Any discrepancies discovered in payments	272
lines to offshore units, wires, nylon spring lines etc. used for offshore works,	200	made shall be promptly resolved by invoice or credit as appropriate.	273
all hose connections and adaptors and further, shall refill oxygen-acetylene	201		
bottles used for offshore works.	202		
(c) The Charterers shall pay for customs duties, all permits, import duties	203	11. Suspension of Hire	274
(including costs involved in establishing temporary or permanent importation	204	(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of	275
bonds), and clearance expenses, both for the Vessel and/or equipment,	205	Master, Officers and Crew, breakdown of machinery, damage to hull or other	276
required for or arising out of this Charter Party.	206	accidents to the Vessel, the Vessel is prevented from working, no Hire shall be	277
		payable in respect of any time lost and any Hire paid in advance shall be	278
9. Bunkers	207	adjusted accordingly provided always however that Hire shall not cease in the	279
Unless otherwise agreed, the Vessel shall be delivered with bunkers and	208	event of the Vessel being prevented from working as aforesaid as a result of:	280
lubricants as on board and redelivered with sufficient bunkers to reach the	209	(i) the carriage of cargo as noted in Clause 5(c)(iii) and (iv);	281
next bunkering stage en route to her next port of call. The Charterers upon	210	(ii) quarantine or risk of quarantine unless caused by Master, Officers or	282
delivery and the Owners upon redelivery shall take over and pay for the	211	Crew having communication with the shore at any infected area not in	283
bunkers and lubricants on board at the prices prevailing at the times and	212	connection with the employment of the Vessel without the consent or the	284
ports of delivery and redelivery.	213	instructions of the Charterers;	285
		(iii) deviation from her Charter Party duties or exposure to abnormal risks at	286
10. Hire and Payments	214	the request of the Charterers;	287
(a) <u>Hire</u> . – The Charterers shall pay Hire for the Vessel at the rate stated in Box	215	(iv) detention in consequence of being driven into port or to anchorage	288
19 per day or pro rata for part thereof from the time that the Vessel is delivered	216	through stress or weather or trading to shallow harbours or to river or	289

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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

persons with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;	290 291 292	held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.	363 364 365 366 367 368 369 370
(v) detention on damage by ice;	293		
(vi) any act or omission of the Charterers, their servants or agents.	294		
(b) <u>Liability for Vessel not Working</u> . – The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire.	295 296 297 298		
(c) <u>Maintenance and Drydocking</u> . – Notwithstanding sub-clause (a) hereof, the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs excluding drydocking (hereinafter referred to as "maintenance allowance"). The Vessel shall be drydocked at regular intervals. The Charterers shall place the Vessel at the Owners' disposal clean of cargo, at a port to be nominated by the Owners at a later date, having facilities suitable to the Owners for the purpose of such drydocking. During reasonable voyage time taken in transit between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance. Hire shall be suspended during any time taken in maintenance repairs and drydocking in excess of the accumulated maintenance allowance. In the event of less time being taken by the Owners for repairs and drydocking or, alternatively, the Charterers not making the Vessel available for all or part of this time, the Charterers shall, upon expiration or earlier termination of the Charter Party, pay the equivalent of the daily rate of Hire then prevailing in addition to Hire otherwise due under this Charter Party in respect of all such time not so taken or made available. Upon commencement of the Charter Period, the Owners agree to furnish the Charterers with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in adhering to such predetermined drydocking schedule for the Vessel.	299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322	(e) <u>Himalaya Clause</u> . – (i) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, clients, joint ventures and joint interest owners (always with respect to the job or project on which the Vessel is employed); their respective employees and their respective underwriters. (ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies; the Owners' sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective employees and their respective underwriters. (iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties. (f) <u>Mutual Waiver of Recourse (Optional)</u> , only applicable if stated in Box 28, but regardless of whether this option is exercised the other provisions of Clause 12 shall apply and shall be paramount. In order to avoid disputes regarding liability for personal injury or death of employees or for loss of or damage to property, the Owners and the Charterers have entered into, or by this Charter Party agree to enter into, an Agreement for Mutual Indemnity and Waiver of Recourse (in a form substantially similar to that specified in ANNEX "C") between the Owners, the Charterers and the various contractors and sub-contractors of the Charterers. (g) <u>Hazardous and Noxious Substances</u> . – Notwithstanding any other provision of this Charter Party to the contrary, the Charterers shall always be responsible for any losses, damages or liabilities suffered by the Owners, their employees, contractors or sub-contractors, by the Charterers, or by third parties with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused, directly or indirectly, as a result of the Vessel's carriage of any hazardous and noxious substances in whatever form as ordered by the Charterers, and the Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability whatsoever or howsoever arising with respect to the carriage of hazardous or noxious substances.	371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410
12. <u>Liabilities and Indemnities</u>	423		
(a) <u>Owners</u> . – Notwithstanding anything else contained in this Charter Party excepting Clauses 5(c)(iii), 7(b), 8(b), 12(g), 15(c) and 21, the Charterers shall not be responsible for loss of or damage to the property of the Owners or of their contractors and sub-contractors, including the Vessel, or for personal injury or death of the employees of the Owners or of their contractors and sub-contractors, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers, their employees, contractors or sub-contractors, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.	424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	(b) <u>Charterers</u> . – Notwithstanding anything else contained in this Charter Party excepting Clause 21, 13, and 37, the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of the Charterers or of their contractors and sub-contractors, including their offshore units, or for personal injury or death of the employees of the Charterers or of their contractors and sub-contractors (other than the Owners and their contractors and sub-contractors) or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Owners, their employees, contractors or sub-contractors, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death. (c) <u>Consequential Damages</u> . – Neither party shall be liable to the other for, and each party hereby agrees to protect, defend and indemnify the other against, any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance. (d) <u>Limitations</u> . – Nothing contained in this Charter Party shall be construed or	411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

	435	neglect of the Charterers in relation to the Vessel or the operation thereof.	508
	436	Should the Vessel be arrested by reason of claims or liens arising out of her	509
	437	operation hereunder, unless brought about by the act or neglect of the	510
	438	Owners, the Charterers shall at their own expense take all reasonable steps to	511
	439	secure that within a reasonable time the Vessel is released and at their own	512
	440	expense put up bail to secure release of the Vessel.	513
	441		
	442	17. Sublet and Assignment	514
	443	(a) <u>Charterers</u> . - The Charterers shall have the option of subletting, assigning	515
		or loaning the Vessel to any person or company not competing with the	516
		Owners, subject to the Owners' prior approval which shall not be	517
		unreasonably withheld, upon giving notice in writing to the Owners, but the	518
		original Charterers shall always remain responsible to the Owners for due	519
		performance of the Charter Party and contractors of the person or company	520
		taking such subletting, assigning or loan shall be deemed contractors of the	521
		Charterers for all the purposes of this Charter Party. The Owners make it a	522
		condition of such consent that additional Hire shall be paid as agreed	523
		between the Charterers and the Owners having regard to the nature and	524
		period of any intended service of the Vessel.	525
		(b) If the Vessel is sublet, assigned or loaned to undertake rig anchor	526
		handling and/or towing operations connected with equipment, other than that	527
		used by the Charterers, then a daily increment to the Hire in the amount as	528
		stated in Box 29 or pro rata shall be paid for the period between departure for	529
		such operations and return to her normal duties for the Charterers.	530
		(c) <u>Owners</u> . - The Owners may not assign or transfer any part of this Charter	531
		Party without the written approval of the Charterers, which approval shall not	532
		be unreasonably withheld.	533
		Approval by the Charterers of such subletting or assignment shall not relieve	534
		the Owners of their responsibility for due performance of the part of the	535
		services which is sublet or assigned.	536
		18 Substitute Vessel	537
		The Owners shall be entitled at any time, whether before delivery or at any	538
		other time during the Charter Period, to provide a substitute vessel, subject to	539
		the Charterers' and the <u>Chartered Client</u> prior approval which shall not be	540
		unreasonably withheld.	
		19. War	541
		(a) Unless the consent of the Owners be first obtained, the Vessel shall not be	542
		ordered nor continue to any port or place or on any voyage nor be used on	543
		any service which will bring the Vessel within a zone which is dangerous as a	544
		result of any actual or threatened act of war, war, hostilities, warlike	545
		operations, acts of piracy or of hostility or malicious damage against this or	546
		any other vessel or its cargo by any person, body or state whatsoever,	547
		revolution, civil war, civil commotion or the operation of international law, nor	548
		be exposed in any way to any risks or penalties whatsoever consequent upon	549
		the imposition of sanctions, nor carry any goods that may in any way expose	550
		her to any risks of seizure, capture, penalties or any other interference of any	551
		kind whatsoever by the belligerent or fighting powers or parties or by any	552
		government or rulers.	553
		(b) Should the Vessel approach or be brought or ordered within such zone, or	554
		be exposed in any way to the said risks, (i) the Owners shall be entitled from	555
		time to time to insure their interest in the Vessel for such terms as they deem	556
		fit up to its open market value and also in the Hire against any of the risks	557
		likely to be involved thereby, and the Charterers shall make a refund on	558
		demand of any additional premium thereby incurred, and (ii) notwithstanding	559
		the terms of Clause 11 Hire shall be payable for all time lost including any loss	560
		owing to loss of or injury to the Master, Officers, Crew or passengers or to	561
		refusal by any of them to proceed to such zone or to be exposed to such risks.	562
		(c) In the event of additional insurance premiums being incurred or the wages	563
		of the Master and/or Officers and/or Crew and/or the cost of provisions and/	564
		or stores for deck and/or engine room being increased by reason of or during	565
		the existence of any of the matters mentioned in sub-clause (a) the amount of	566
		any additional premium and/or increase shall be added to the Hire, and paid	567
		by the Charterers on production of the Owners' account therefor, such	568
		account being rendered monthly.	569
		(d) The Vessel shall have liberty to comply with any orders or directions as to	570
		departure, arrival, routes, ports of call, stoppages, destination, delivery or in	571
		any other way whatsoever given by the government of the nation under whose	572
		flag the Vessel sails or any other government or any person (or body) acting	573
		or purporting to act with the authority of such government or by any	574
		committee or person having under the terms of this war risks insurance on the	575
		Vessel the right to give any such orders or directions.	576
		(e) In the event of the outbreak of war (whether there be a declaration of war or	577
		not) between any of the countries stated in Box 30 or in the event of the nation	578
15. Saving of Life and Salvage	444		
(a) The Vessel shall be permitted to deviate for the purpose of saving life at	445		
sea without prior approval of or notice to the Charterers and without loss of	446		
Hire provided however that notice of such deviation is given as soon as	447		
possible.	448		
(b) Subject to the Charterers' consent, which shall not be unreasonably	449		
withheld, the Vessel shall be at liberty to undertake attempts at salvage, it	450		
being understood that the Vessel shall be off hire from the time she leaves	451		
port or commences to deviate and she shall remain off-hire until she is again	452		
in every way ready to resume the Charterers' service at a position which is not	453		
less favourable to the Charterers than the position at the time of leaving port	454		
or deviating for the salvage services.	455		
All salvage monies earned by the Vessel shall be divided equally between the	456		
Owners and the Charterers, after deducting the Master's, Officers' and Crew's	457		
share, legal expenses, value of fuel and lubricants consumed, Hire of the	458		
Vessel lost by the Owners during the salvage, repairs to damage sustained, if	459		
any, and any other extraordinary loss or expense sustained as a result of the	460		
salvage.	461		
The Charterers shall be bound by all measures taken by the Owners in order	462		
to secure payment of salvage and to fix its amount.	463		
(c) The Owners shall waive their right to claim any award for salvage	464		
performed on property owned by or contracted to the Charterers, always	465		
provided such property was the object of the operation the Vessel was	466		
chartered for, and the Vessel shall remain on hire when rendering salvage	467		
services to such property. This waiver is without prejudice to any right the	468		
Vessels' Master, Officers and Crew may have under any title.	469		
If the Owners render assistance to such property in distress on the basis of	470		
"no claim for salvage", then, notwithstanding any other provisions contained	471		
in this Charter Party and even in the event of neglect or default of the Owners,	472		
Master, Officers or Crew:	473		
(i) The Charterers shall be responsible for and shall indemnify the Owners	474		
against payments made, under any legal rights, to the Master, Officers	475		
and Crew in relation to such assistance.	476		
(ii) The Charterers shall be responsible for and shall reimburse the Owners	477		
for any loss or damage sustained by the Vessel or her equipment by	478		
reason of giving such assistance and shall also pay the Owners' additional	479		
expenses thereby incurred.	480		
(iii) The Charterers shall be responsible for any actual or potential spill,	481		
seepage and/or emission of any pollutant howsoever caused occurring	482		
within the offshore site and any pollution resulting therefrom	483		
wheresoever it may occur and including but not limited to the cost of	484		
such measures as are reasonably necessary to prevent or mitigate	485		
pollution damage, and the Charterers shall indemnify the Owners	486		
against any liability, cost or expense arising by reason of such actual or	487		
potential spill, seepage and/or omission.	488		
(iv) The Vessel shall not be off-hire as a consequence of giving such	489		
assistance, or affecting repairs under sub-paragraph (ii) of this sub-	490		
clause, and time taken for such repairs shall not count against time	491		
granted under Clause 11(c).	492		
(v) The Charterers shall indemnify the Owners against any liability, cost	493		
and/or expense whatsoever in respect of any loss of life, injury, damage	494		
or other loss to person or property howsoever arising from such	495		
assistance.	496		
16. Lien	497		
The Owners shall have a lien upon all cargoes for all claims against the	498		
Charterers under this Charter Party and the Charterers shall have a lien on the	499		
Vessel for all monies paid in advance and not earned. The Charterers will not	500		
suffer, nor permit to be continued, any lien or encumbrance incurred by them	501		
or their agents, which might have priority over the title and interest of the	502		
Owners in the Vessel. Except as provided in Clause 12, the Charterers shall	503		
indemnify and hold the Owners harmless against any lien of whatsoever	504		
nature arising upon the Vessel during the Charter Period while she is under	505		
the control of the Charterers, and against any claims against the Owners	506		
arising out of the operation of the Vessel by the Charterers or out of any	507		

PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Owners or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with PART I if it has cargo on board after discharge thereof at destination or, if debarré under this Clause from reaching or entering it, at a near open and safe port or place as directed by the Owners, or if the Vessel has no cargo on board, at the port or place at which it then is or if at sea at a near, open and safe port or place as directed by the Owners. In all cases Hire shall continue to be paid and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.	579 580 581 582 583 584 585 586 587 588		
(f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation.	589		
The Charterers shall procure that all Bills of Lading (if any) issued under this Charter Party shall contain the stipulations contained in sub-clauses (a), (d) and (f) of this Clause.	590 591 592 593		
20. Excluded Ports	594		
(a) The Vessel shall not be ordered to nor bound to enter without the Owners' written permission (a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel, (b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed her operations. The Vessel shall not be obliged to force ice nor to follow an icebreaker. If, on account of ice, the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged he has liberty to sail to a convenient open place and await the Charterers' fresh instructions.	595 596 597 598 599 600 601 602 603 604 605 606		
(b) Should the Vessel approach or be brought or ordered within such place, or be exposed in any way to the said risks, the Owners shall be entitled from time to time to insure their interests in the Vessel and/or Hire against any of the risks likely to be involved thereby on such terms they shall think fit, the Charterers to make refund to the Owners of the premium on demand.	607 608 609 610 611		
Notwithstanding the terms of Clause 11 Hire shall be paid for all time lost including any lost owing to loss of or sickness or injury to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.	612 613 614 615		
21. General Average and New Jason Clause	616		
General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York/Antwerp Rules, 1974, as may be amended. Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:	617 618 619 620 621		
"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.	622 623 624 625 626 627		
If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo shippers, consignees or owners of the cargo to the Owners before delivery".	628 629 630 631 632 633 634 635		
22. Both-to-Blame Collision Clause	636		
If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.	637 638 639 640 641 642 643 644 645 646 647 648 649		
23. Structural Alterations and Additional Equipment	650		
The Charterers shall have the option of, at their expense, making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners which shall not be unreasonably withheld but unless otherwise agreed the Vessel is to be redelivered reinstated, at the Charterers' expense to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers, unless otherwise agreed, shall be responsible for repair and maintenance of any such alteration or additional equipment.	651 652 653 654 655 656 657 658		
24. Health and Safety	659		
The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.	660 661 662		
25. Taxes	663		
Each party shall pay taxes due on its own profit, income and personnel. The Charterers shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.	664 665 666		
In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, Hire shall be adjusted accordingly.	667 668 669 670 671		
26. Early Termination	672		
(a) <u>For Charterers' Convenience</u> . - The Charterers may terminate this Charter Party at any time by giving the Owners written notice as stated in Box 15 and by paying the settlement stated in Box 14 and the demobilisation charge stated in Box 16, as well as Hire or other payments due under the Charter Party.	673 674 675 676 677		
(b) <u>For Cause</u> . - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:	678 679 680 681 682 683 684		
(i) <u>Requisition</u> . - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.	685 686 687		
(ii) <u>Confiscation</u> . - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period.	688 689 690 691		
(iii) <u>Bankruptcy</u> . - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.	692 693 694 695 696		
(iv) <u>Loss of Vessel</u> . - If the Vessel is lost, actually or constructively, or missing, unless the Owners provide a substitute vessel pursuant to Clause 18. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.	697 698 699 700 701 702 703		
(v) <u>Breakdown</u> . - If, at any time during the term of this Charter Party, a breakdown of the Owners' equipment or Vessel results in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box 32, unless the Owners provide a substitute vessel pursuant to Clause 18.	704 705 706 707		
(vi) <u>Force Majeure</u> . - If a force majeure condition as defined in Clause 27 prevails for a period exceeding 15 consecutive days.	708 709 710		
(vii) <u>Default</u> . - If either party is in repudiatory breach of its obligations hereunder.	711 712		
Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due	713 714		
27. Force Majeure	715		
Neither the Owners nor the Charterers shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warfare actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or	716 717 718 719 720		

PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

differences with workmen (except for disputes relating solely to the Owners' or the Charterers' employees), acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.	721 722 723 724 725 726 727	"Employees" is defined for the purposes of this Charter Party as employees, directors, officers, servants, agents or invitees.	788 789
28. Notices and Invoices	728	36. Headings	790
Notices and invoices required to be given under this Charter Party shall be given in writing to the addresses stated in Boxes 21, 35 and 36 as appropriate.	729 730	The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation Or construction of this Charter Party	791 792 793
29. Wreck Removal	731	37. Penalties	794
If the Vessel sinks and becomes a wreck and an obstruction to navigation and has to be removed upon request by any compulsory law or authority having jurisdiction over the area where the wreck is placed, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the wreck.	732 733 734 735 736	Owner's are subject to be penalized per day rate of default on delivery of the vessel on the stipulated date on box No. 5 up to maximum 10% of the total amount of the contract	795 796
30. Confidentiality	737	38. Cancelling of Contract	797
All information or data obtained by the Owners in the performance of this Charter Party is the property of the Charterers, is confidential and shall not be disclosed without the prior written consent of the Charterers. The Owners shall use their best efforts to ensure that the Owners, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data.	738 739 740 741 742 743	Charterers will have the option to cancel the contract after April 20 if the vessel was not delivered on date and place stipulated on box numbers 6 & 7	798 799
31. Law and Arbitration	744		
*) (a) This Charter Party shall be governed by English law and any dispute arising out of this Charter Party shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator that party shall appoint their arbitrator within 14 days, failing which the arbitrator already appointed shall act as sole arbitrator. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	745 746 747 748 749 750 751 752 753		
*) (b) Should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of Court. The arbitrators shall be members of the Society of Maritime Arbitrators, Inc. of New York and the proceedings shall be conducted in accordance with the rules of the Society.	754 755 756 757 758 759 760		
*) (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place stated in Box 33 subject to the law and procedures applicable there.	761 762 763		
(d) If Box 33 in PART I is not filled in, sub-clause (a) of this clause shall apply.	764		
*) (a), (b) and (c) are alternatives; state alternative agreed in Box 33	765		
32. Entire Agreement	766		
This is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.	767 768 769		
33. Severability Clause	770		
If any portion of this Charter Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of this Charter Party shall continue in full force and effect.	771 772 773 774		
34. Demise	775		
Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterers.	776 777		
35. Definitions	778		
"Well" is defined for the purpose of this Charter Party as the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.	779 780 781		
"Offshore unit" is defined for the purpose of this Charter Party as any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipelaying or repair, exploration or production.	782 783 784		
"Offshore site" is defined for the purposes of this Charter Party as the area within three nautical miles of an "offshore unit" from or to which the Owners are requested to take their Vessel by the Charterers.	785 786 787		

VESSEL SPECIFICATION

1. General

(a) Owner: Name: Transportes Navieros y Terrestres, S.A. de C.V.
 Address: Carr. Paraiso Puerto Ceiba Km. 1 S/N entre Blvd. Manuel A. Romero Z. y calle A. Fonapo Col. Quintin Arauz
 (b) Operator Name: Transportes Navieros y Terrestres, S.A. de C.V.
 Address: Same
 (c) Vessel's Name: CABALLO AZTECA Builder: Kherson Shipyard
 (d) Year Built: 1997
 (e) Type: Multipurpose Offshore Support
 (f) Classification and Society: Registro Italiano Navale (RINA)
 (g) Flag: Mexican
 (h) Date of next scheduled drydocking: 2008

2. Performance

(a) Certified Bollard Pull (Tonnes) _____
 (b) Speed/Consumption (Non-Towing)
(Approx. Daily Fuel Consumption)
(Fair weather)
 Max. Speed: _____ Kts. (app.) _____ Tonnes
 Service Speed: _____ Kts. (app.) _____ Tonnes
 Standby (main engines secured) _____ Tonnes
 (c) Approx. Towing/Working Fuel Consumption
 Engine Power 100% _____ Tonnes
 (d) Type(s) and Grade(s) of Fuel Used: _____

3. Dimensions and Capacities/Discharge Rates:

(a) L.O.A. (m): _____ Breadth (m): _____ Depth (m): _____
 Max. Draught (m): _____
 (b) Deadweight (metric tons): _____

	<u>Discharge Rate</u>
(c) * Cargo Fuel max (m ³): _____	_____/hr at _____ head
(d) * Drill Water max (m ³): _____	_____/hr at _____ head
(e) Potable Water (m ³): _____	_____/hr at _____ head
(f) Dry Bulk (m ³ /cu.ft.): _____ In Tanks	_____/hr at _____ head
(g) Liquid Mud (m ³ /barrels): _____	_____/hr at _____ head

(max. SG) _____
 State type of recirculation system i.e. _____
 mechanical agitation, centrifugal pumps etc. _____
 (h) Cargo Deck Area (m²): _____ Capacity (m.t.): _____
 Length (m) x Breadth (m): _____
 Load Bearing Capacity _____
 (i) Heavy Weight Bore (m³/barrels): _____
 (max. SG) _____/hr at _____ head
 * Multipurpose Tanks yes/no _____

4. Machinery

(a) BHP Main Engines: _____
 (b) Engine Builder: _____
 (c) Number of Engines and Type: _____
 (d) Generators: _____
 (e) Stabilisers: _____
 (f) Bow Thruster(s): _____
 (g) Stern Thruster(s): _____
 (h) Propellers/Rudders: _____
 (i) Number and Pressure Rating of Bulk Compressors: _____
 (j) Fuel Oil Metering System: _____

5. Towing and Anchor Handling Equipment

(a) (i) Stern Roller (Dimensions): _____
 (ii) Anchor Handling/Towing Winch: _____
 (iii) Rig Chain Locker Capacity (Linear feet of 3 in. Chain): _____
 (iv) Tugger Winches: _____
 (v) Chain Stopper Make and Type: _____
 (b) (i) Towing Wire: _____
 (ii) Spare Towing Wire: _____
 (iii) Work Wire: _____
 (iv) Spare Work Wire: _____
 (v) Other Anchor Handling Equipment
 (e.g. Pelican Hooks, Shackles, Stretchers etc.): _____

6. (a) Radios

Single Side Band _____
 VHF: _____
 Satcom: _____
 (b) Electronic Navigation Equipment: _____
 (c) Gyro: _____
 (d) Radar: _____
 (e) Autopilot: _____
 (f) Depth Sounder: _____

(continued)

ANNEX "A"

VESSEL SPECIFICATION

7. Fire Fighting Equipment

- (a) Class (FF1, FF2, FF3, other): _____
- (b) Fixed: _____
- (c) Portable: _____

8. Accommodation

- (a) Crew: _____ (b) Passengers: _____

9. Galley

- (a) Freezer Space (m³): _____
- (b) Cooler (m³): _____

10. Additional Equipment

- (a) Mooring Equipment: _____
- (b) Joystick: _____
- (c) Other: _____

11. Standby/Survivor/Certificate

Yes/No

Nos _____

ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" – dated _____

INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:

- (1) Marine Hull Insurance. – Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance. – Protection and Indemnity or Marine Liability Insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. \$5 million whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towage liability (unless carried elsewhere).
- (3) General Third-Party Liability Insurance. – Coverage shall be for:
Bodily Injury _____ per person

Property Damage _____ per occurrence.

- (4) Workmen's Compensation and Employer's Liability Insurance for Employees. – Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. – Covering all owned, hired and non-owned vehicles; coverage shall be for:
Bodily Injury According to the local law.
Property Damage In an amount equivalent to _____
_____ single limit per occurrence.
- (6) Such other insurances as may be agreed.

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AGREEMENT FOR MUTUAL INDEMNITY AND WAIVER OF RECOURSE

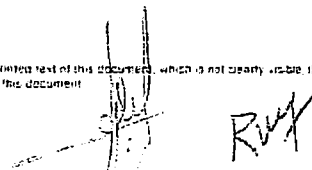
(Optional, only applicable if stated in Box 28 in PART I)

This Agreement is made between the Owners and the Charterers and is premised on the following:

- (a) The Charterers and the Owners have entered into a contract or agreement dated as above regarding the performance of work or service in connection with the Charterers' operations offshore ("Operations");
- (b) The Charterers and the Owners have entered into, or shall enter into, contracts or agreements with other contractors for the performance of work or service in connection with the Operations;
- (c) Certain of such other contractors have signed, or may sign, counterparts of this Agreement or substantially similar agreements relating to the operations ("Signatory" or collectively "Signatories"); and
- (d) The Signatories wish to modify their relationship at common law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

In consideration of the premises and of execution of reciprocal covenants by the other Signatories, the Owners agree that:

- 1. The Owners shall hold harmless, defend, indemnify and waive all rights of recourse against the other Signatories and their respective subsidiary and affiliate companies, employees, directors, officers, servants, agents, invitees, vessel(s), and insurers, from and against any and all claims, demands, liabilities or causes of action of every kind and character, in favour of any person or party, for injury to, illness or death of any employee of or for damage to or loss of property owned by the Owners (or in possession of the Owners by virtue of an agreement made with an entity which is not a Signatory) which injury, illness, death, damage or loss arises out of the Operations, and regardless of the cause of such injury, illness, death, damage or loss even though caused in whole or in part by a pre-existing defect, the negligence, strict liability or other legal fruit of other Signatories.
- 2. The Owners (including the Vessel) shall have no liability whatsoever for injury, illness or death of any employee of another Signatory under the Owners' direction by virtue of an arrangement made with such other Signatory, or for damage to or loss of property of another Signatory in the Owners' possession by virtue of an arrangement made with such other Signatory. In no event shall the Owners (including the Vessel) be liable to another Signatory for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.
- 3. The Owners undertake to obtain from their insurers a waiver of rights of subrogation against all other Signatories in accordance with the provisions of this Agreement governing the mutual liability of the Signatories with regard to the Operations.
- 4. The Owners shall attempt to have those of their sub-contractors which are involved in the Operations become Signatories and shall promptly furnish the Charterers with an original counterpart of this Agreement or of a substantially similar agreement executed by its sub-contractors.
- 5. Nothing contained in this Agreement shall be construed or held to deprive the Owners or the Charterers or any other Signatory as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Agreement shall create any right to limit liability. Where the Owners or the Charterers or any other Signatory may seek an indemnity under the provisions of this Agreement as against each other in respect of a claim brought by a third party, the Owners or the Charterers or any other Signatory shall seek to limit their liability against such third party.
- 6. The Charterers shall provide the Owners with a copy of every counterpart of this Agreement or substantially similar agreement which is executed by another Signatory pertaining to the Operations, and shall, in signing this, and in every counterpart of this Agreement, be deemed to be acting as agent or trustee for the benefit of all Signatories.
- 7. This Agreement shall inure to the benefit of and become binding on the Owners as to any other Signatories on the later of the date of execution by the Owners and the date of execution of a counterpart of this Agreement or a substantially similar agreement by such other Signatory pertaining to the operations.
- 8. Any contractor, consultant, sub-contractor, etc., performing work or service for the Charterers or another Signatory in connection with the Operations which has not entered into a formal contract for the performance of such work or service may nevertheless become a Signatory by signing a counterpart of this Agreement or a substantially similar agreement which shall govern, as to the subject of this Agreement, the relationship between such new Signatory and the other Signatories and also by extension its relations with the Charterers.
- 9. This Agreement may be executed in any number of counterparts or substantially similar agreements as necessary but all such counterparts shall together constitute one legal instrument.

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